



# AUSTRALIAN AIR PILOTS MUTUAL BENEFIT FUND

## Current Rules

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## RULE 1 - INTRODUCTION AND DEFINITIONS

### 1.1. BACKGROUND

- 1.1.1. Following difficulties experienced with securing satisfactory rates of coverage through outside commercial interests, the Australian Federation of Air Pilots (*AFAP*) convention of the 1960s had the foresight to establish a fund to provide *Benefits* for members of the *AFAP* who fail to maintain *Class 1 Medical Standard* and exercise the privileges of their pilot licence. Thus, the Australian Air Pilots Mutual Benefit Fund (*the Fund*) came into existence controlled by nine (9) *Trustees* who were members of the *AFAP*.
- 1.1.2. *Fund* membership is confined to *Financial Members of AFAP* who earn their livelihoods in the capacity of air pilots.
- 1.1.3. Membership coverage may be retained up to age sixty-five (65) if so desired.
- 1.1.4. *The Fund* must balance benefit against risk. Therefore, to optimise benefits, it is advantageous that eligible pilots join *the Fund* as early as possible in their career.
- 1.1.5. It is necessary, in the interests of balancing risk, that a *Member* should maintain their membership throughout their aviation career, even during periods of unemployment as a pilot. Periods of time without membership increase the risk to the individual *Member*. It may change available *Contributions* and *Benefits* depending on the timing of the assessment as a *Member Applicant*. It will require an assessment of all medical history and evidence at the time of resuming membership which may give rise to *Limited Cover* or *Zero Cover* for *Aeromedical Significant Event / Condition* that may have developed during any period of absence. It may also impose additional requirements for the assessment of discretionary *Refund of Contributions*.
- 1.1.6. Application for membership of *the Fund* should be made as prescribed by *the Fund*.

### 1.2. GENERAL

- 1.2.1. Name:
  - 1.2.1.1. The name of *the Fund* shall be the Australian Air Pilots Mutual Benefit Fund, also referred to in these *Rules* as "*the Fund*".
- 1.2.2. Objects:
  - 1.2.2.1. The object of *the Fund* is to provide financial assistance to any of its *Members* whose earning capacity as a pilot has ceased due to *Suspension* or *Cancellation* of their *Class 1 Medical Certificate*.
  - 1.2.2.2. *Foreign Equivalent* medical certificates may be accepted by the *Trustee*; however, the *Suspension* or *Cancellation* of such certificates shall need to be tested against the *Class 1 Medical Standard*.
- 1.2.3. *Permanent Loss* or *Permanently Lost* (as defined in these *Rules*), are not terms or positions used by *CASA* when assessing medical certification. Instead, the *Trustee* must arrive at an assessment of *Permanently Lost* using *the Fund Rules* and the guidance of relevant medical professionals of *the Fund's* choosing and the medical certification requirement of the *Regulations*.

1.2.4. Non-Profit Fund:

1.2.4.1. *The Fund* shall comprise *Contributions* made by its *Members* for the mutual benefit of all *Members* and their dependants and shall be non-profit making.

1.2.4.2. Its membership shall be voluntary and open to pilots who wish to become *Members* and are willing to abide by all eligibility requirements in accordance with these *Rules*.

1.2.4.3. All assets and accumulated funds of *the Fund* shall belong to the *Members* and shall be held and dealt with as provided in these *Rules*.

1.2.5. Application of the *Rules*:

1.2.5.1. The *Trustee* shall, in examining a *Member's* claim for *Benefits*, apply the *Rules* in effect at the time of the relevant *Date of Disability*.

1.2.6. Slip Rule:

1.2.6.1. The *Trustee* may, without following the usual procedure for amendment of *Fund Rules* in accordance with Rule 12.19, amend the *Fund Rules* only to the extent it corrects a clerical / administrative error or an error arising from an accidental slip or omission.

1.2.6.2. The *Trustee* will provide *Notice to Members* in the event changes to the *Fund Rules* are made, in accordance with this Rule and at all times maintain an up to date version of the *Fund Rules* on *the Fund's* website.

### 1.3. DEFINITIONS

**Aeromedical(Iy) Significant Event / Condition (also known as "ASE/C"):**

Means any condition that might reasonably be expected to result in the *Cancellation* or *Suspension* of a *Class 1 Medical Certificate*.

**AFAP:**

Means the Australian Federation of Air Pilots.

**Annual Membership Renewal:**

Means the full completion of all administrative steps (including payment or evidence of a bulk billing guarantee) as required by *the Fund Rules* for the renewal of individual membership of *the Fund*.

**Benefit(s):**

Means a payment to a *Member* made in accordance with Rule 7, 8 and 9 but does not include a discretionary Refund of *Contributions* in accordance with Rule 3.7.

**Beneficiary:**

Means the person or persons nominated by the *Member* at the time of joining the *Fund* or as updated by the *Member* to receive a share of a *Death Benefit*.

**Cancellation:**

Means the action of CASA (or a CASA Delegate) indicating to the pilot that they must not exercise the privileges of their pilot licence as they fail to meet the *Medical Standard 1* and such *Cancellation* will remain in place until the pilot is again able to meet the *Medical Standard 1* and CASA (or a CASA Delegate) removes the *Cancellation* of the *Class 1 Medical Certificate*.

**Capital Benefit Balance:**

Means the amount calculated from the *SCB* for which the *Member* has contributed at the *Date of Disability*, less the total of the *Monthly Benefits* already paid (for any current or previous claim for *Monthly Benefits* for any *ASE/C* by the *Member*, at any time during any period of membership, continuous or otherwise), plus the *PCB* (if applicable). A *Member* may become entitled to the *Capital Benefit Balance* in certain circumstances when, after the prescribed period, it has been established that the *Suspension* or *Cancellation* of the *Member's Class 1 Medical Certificate* completely meets the conditions set out in the definition of *Permanently Lost*.

**CASA:**

Means the Civil Aviation Safety Authority or such other body appointed by legislation to regulate civil aviation in Australia.

**CASR:**

Means the Civil Aviation Safety Regulations 1998 (Cth).

**Claimant:**

Means a *Member* or authorised legal representatives, or in the event of a *Member's* death, a *Member's Beneficiary* or authorised legal representatives, who is making a claim for *Benefits*.

**Class 1 Medical Certificate:**

Means the certificate issued in accordance with the *CASR* in respect of a pilot meeting *Medical Standard 1*.

**Class 1 Medical - Foreign Equivalent (also known as "Foreign Equivalent"):**

Means a Class 1 Medical Certificate issued by a competent signatory country of the Convention of International Civil Aviation, also known as the Chicago Convention.

**Class 1 Medical Standard (also known as "Medical Standard 1"):**

Means the medical standard set in accordance with the *CASR* in respect of a pilot holding a *Class 1 Medical Certificate*.

For the avoidance of doubt, any mention of Class of Medical / Medical / *Class 1* within these *Rules* will only refer to the standards required for the holding of a *Class 1 Aviation Medical* as issued by *CASA*.

**Contribution(s):**

Means the annual amount payable (including GST) whether by *Member* and/or bulk billed employer as set out in the Contributions and Benefits Scale (Rule 3 Appendix A).

**Date of Commencement of Monthly Benefit(s):**

Means the date upon which the *Member* is entitled to commence receiving *Monthly Benefits* as defined in Rule 7.

**Date of Disability:**

Is the date of onset or occurrence of an *ASE/C* and that is:

- stated by the *Member*;
- supported by medical practitioners and or specialists; and
- accepted by the *Trustee* as the date the disability commenced.

**Death Benefit:**

Means where the entitlement is due to death, a sum as the *Trustee* may decide from time to time but in any event such sum shall not exceed \$300,000 and will be paid in addition to the *Capital Benefit Balance*.

**Dependency Disorder(s):**

Means a disorder diagnosed by a recognised specialist in addiction medicine.

**Dispute Resolution Policy:**

The procedure set by *the Fund* for resolving a dispute between *the Fund* and *Member*.

**Employer Allowance:**

Means the annual loss of licence allowance amount as confirmed by the employer.

**Financial Member(s) of AFAP:**

Means a Life Member or Financial Member of the *AFAP* including:

- a Full Member, or
- an Overseas Member, or
- an Unemployed Member.

In accordance with the definitions set out in the current *AFAP* Rules.

**(the) Fund:**

Means the Fund established by the *AFAP* and its members known as the Australian Air Pilots Mutual Benefit Fund.

**Fund Medical Adviser(s) (also known as "FMA(s)"):** 

Means the medical practitioners that the *Trustee* consults and includes but is not limited to general practitioners with designated aviation medical examiner (DAME) qualifications and / or specialists in the medical discipline relevant to a particular claim.

**Fund Rules (also known as "Rules"):**

Means this document and all approved appendix and is amended from time to time.

**Fund Year:**

Means the twelve (12) month period from 1 May to 30 April next succeeding.

**Limited Cover (formerly "Exclusion of Liability (Exclusion)"):** 

Means Limited Cover (reduced *Benefits*) amount for an identified *ASE/C* and calculated as a percentage of *Benefits* in accordance with Rule 7.

**Member(s):**

Means a person who meets the conditions of membership of *the Fund* under Rule 2.

**Member Applicant / Membership Applicant(s) / Applicant(s):**

Means a person who has made a membership application(s) to the *Trustee* including a former *Member of the Fund* who is otherwise ineligible for Reinstatement of Membership under Rule 2.4.

**Monthly Benefit(s) (formerly “Disability Benefits”):**

Means the gross monthly amount to which a *Member* may become entitled to receive in accordance with Rule 7.

**Monthly Payments Terms and Conditions:**

Means the policies set by *the Fund* for *Members* who are approved to pay *Contributions* by monthly instalments.

**Notification of an Aeromedical(ly) Significant Event / Condition - (also known as “Notification”):**

Means communication to *the Fund* in a manner or form prescribed by the *Trustee* advising that the *Member* has experienced an ASE/C.

**Notice to (the) Member(s):**

Means written communication whether ordinary post, e-mail, electronic messaging, via *Members’* secure access to *the Fund* website, or other electronic means of communicating in writing to *Members*.

**Permanent Loss or Permanently Lost:**

Means a *Member* has completely satisfied all of the following conditions for permanent failure to meet *Medical Standard 1* and Permanent Loss of their *Class 1 Medical Certificate*:

- The refusal by CASA to grant a *Class 1 Medical Certificate* under Part 67 of the CASR and as amended;
- The *Trustee* must have made consideration of all medical and other such evidence as required by and as described in these *Rules* including but not limited to whether the *Member* has followed a treatment plan and whether there is no other medical treatment available for which the *Member* could undertake to regain their *Class 1 Medical Certificate*;
- The *Trustee* may at its sole and absolute discretion, conclude that the *Member* is unlikely to ever regain a *Class 1 Medical Certificate*.

**Piloting Activities:**

Means activities that require the *Member* to hold a commercial pilot licence or higher and a *Class 1 Medical Certificate* to conduct those duties, or

Activities that rely substantially on the skills and experience gained whilst exercising the privileges of a *Class 1 Medical* and appropriate grade of pilot licence.

Activities that will be used for the purpose of applying these *Rules* to calculate *Piloting Income*.

**Piloting Income:**

Means gross income generated from *Piloting Activities* and aviation related activities per annum that will be used for the purposes of applying these *Rules* and will be calculated as follows;

**Employees:**

In the case of employees, the *Member's* base annual salary derived from *Piloting Activities* plus any special duties or supervisory allowances the *Member* would normally receive.

Piloting Income does not include superannuation, travel, overtime, location, allowances of an intermittent or occasional nature, or income derived from other sources.

**Contractors:**

In the case of contractors, casual workers, fixed term employees or other *Members* who do not earn a regular salary, the amount of Piloting Income per annum shall be determined based on gross income from *Piloting Activities* as disclosed in the most recent income tax return or such other evidence as required by the Trustee. Piloting Income does not include superannuation, travel, overtime, location, allowances of an intermittent or occasional nature, or income derived from other sources.

**Pre-Existing Medical Condition:**

Means a condition that was in existence, whether diagnosed or not, which in the opinion of a qualified medical practitioner acceptable to the *Trustee*, existed at any time in the period prior to the date which:

- the person joined *the Fund* and became a *Member*; or
- the *Member* begins contributing for an increased *SCB*; or
- the *Member* begins contributing for the *PCB*, (as the case may be).

**Premium Capital Benefit (also known as "PCB"):**

Means the additional benefit for which a *Member* may apply and contribute and is only available as a whole amount. Only *Members* who contribute for the maximum *SCB* available under the *Rules* are eligible to contribute for the *PCB*. The *PCB* is not considered in calculating the rate of *Monthly Benefits* in accordance with Rule 7 or discretionary Refund of *Contributions*. It is payable on *Permanent Loss* of the *Class 1 Medical Certificate* or in the event of a *Death Benefit* only.

**Provisional Cover:**

Means cover granted at the time of processing an application for membership which meets the conditions of the *Rules* and is subject to *Zero Cover* for any declared medical conditions. *Provisional Cover* means the pilot will not be entitled to membership rights, other than coverage for *Benefits*, until the *Trustee* has accepted their membership in accordance with Rule 2.

**Regulations:**

Means all of the aviation Regulations given power by the Civil Aviation Act 1988 including but not limited to Part 67 of the *CASR*, relating to the issuing and control of *Class 1 Medical Certificates* and the *Medical Standard 1*.



**Resident in Australia:**

Means a person who is classified as a resident under Australian taxation legislation, and / or complies with Australian immigration laws to be eligible for employment as a pilot in Australia.

**Specified Duration Monthly Benefit:**

Means a limited duration of *Monthly Benefit* payments for certain ASE/C as per Rule 7 - Appendix A.

**Standard Capital Benefit (also known as "SCB"):**

Means the *Members* nominated capital amount from the Contribution and Benefits Scale for which a *Member* has contributed for a particular *Fund Year* or at the time of making a claim.

**Suspension:**

Means the action of CASA (or a CASA Delegate) indicating to the pilot that they must not exercise the privileges of their pilot licence as they fail to meet the *Medical Standard 1*.

**Trustee(s):**

Means the entity appointed as *Trustee* under Rule 11 and any subsequent entity appointed in accordance with the conditions for change of *Trustee* under Rule 12.

**Unemployed Member:**

Means a *Member* who ceases to be employed as a pilot or ceases to derive their principal income from *Piloting Activities* who, in the reasonable opinion of the *Trustee*, is otherwise able to accept employment in the profession of pilot.

**Waiting Period - Capital Benefit (also known as "Capital Waiting Period"):**

Means eighty-four (84) days after the *Date of Disability*.

**Waiting Period - Monthly Benefit(s) (also known as "Monthly Benefit Waiting Period"):**

Means twenty-eight (28) days after the *Date of Disability*.

**Zero Cover (formerly "Denial of Liability (Denial)"):** 

Means Zero Cover for the ASE/C imposed at the time of first joining or applying for an increase in *Benefits*. No *Benefits* whatsoever apply to claims for *Benefits* for those conditions for which Zero Cover has been applied.

## **RULE 2 - MEMBERSHIP ELIGIBILITY**

### **2.1. TYPES OF ELIGIBILITY**

- 2.1.1. The three (3) pathways for membership of *the Fund* include:
  - 2.1.1.1. Initial *Member Applicants* - Rule 2.2
  - 2.1.1.2. *Members* and renewing *Members* - Rule 2.3
  - 2.1.1.3. Reinstatement - reinstated membership - Rule 2.4
- 2.1.2. *Member Applicants* who have not been *Members* previously or former *Members* who cannot satisfy the requirements of reinstatement under Rule 2.4, shall be assessed for eligibility under Rule 2.2.
- 2.1.3. Only current *Members* can be assessed as eligible for assessment under Rule 2.3.
- 2.1.4. Only those persons meeting eligibility for reinstatement under Rule 2.4 shall be assessed for reinstatement. Former *Members* who cannot meet the requirements of Rule 2.4 shall be required to meet all the requirements of Rule 2.2 as if they were an Initial *Member Applicant*.
- 2.1.5. In addition to meeting the applicable conditions of Rule 2, *Member Applicants* must meet the conditions of Rule 3 for payment of *Contributions*.
- 2.1.6. *Member Applicants* will be given *Provisional Cover* in accordance with Rule 2.5.
- 2.1.7. Applications for all types of membership shall be in the form as prescribed by the *Trustee*.

### **2.2. INITIAL MEMBER APPLICANTS**

- 2.2.1. Persons who meet all of the below eligibility criteria, may make an application to join *the Fund*. Such an application is subject to approval by the *Trustee*, who may elect to reject or impose additional conditions / criteria at the sole and absolute discretion of the *Trustee*.
- 2.2.2. At the time of making application for membership of *the Fund*, a *Member Applicant* must:
  - 2.2.2.1. hold a commercial pilot licence or higher;
  - 2.2.2.2. hold a *Class 1 Medical Certificate*;
  - 2.2.2.3. be aged less than fifty (50) years;
  - 2.2.2.4. be a *Financial Member of AFAP*; in establishing compliance with this *Rule* and eligibility for fund membership, evidence of *AFAP* membership must be made available by the *Member* to the *Trustee* on request.
  - 2.2.2.5. derive their principal source of income from *Piloting Activities*; and

- 2.2.2.6. Except for those *Members* who were residents outside of Australia as at 9 October 2010, all *Member Applicants* and *Members* must be either:
- 2.2.2.6.1. Australian citizens; or
  - 2.2.2.6.2. *Resident in Australia*; or
  - 2.2.2.6.3. meet the conditions of Rule 2.2.2.7 below.
- 2.2.2.7. *Members* who are not Australian citizens or *Resident in Australia* may, at the *Trustee's* sole discretion, continue membership whilst being employed overseas subject to complying with all membership requirements, including the following:
- 2.2.2.7.1. being a current *Member* for a continuous period greater than two (2) years;
  - 2.2.2.7.2. making an application in writing to the *Trustee* for continuation of membership overseas for a period of up to three (3) years (which may be extended by further application in writing to the *Trustee*); and
  - 2.2.2.7.3. demonstrating an intent and evidence of an eventual return to Australia.
- 2.2.2.8. *Member Applicants*, whether new or returning, shall be limited to the *Benefits* for their age group as set out in the Contribution and Benefits Scale contained in Rule 3 Appendix A.
- 2.2.2.9. Acceptance of an Initial *Member Applicant* may be subject to *Limited Cover* and / or *Zero Cover* as per Rule 6.

### **2.3. MEMBERS - INCLUDING RENEWING MEMBERS AND UNEMPLOYED MEMBERS**

- 2.3.1. Existing membership, membership renewal and the right to receive *Benefits* paid out of the assets of *the Fund*, is subject to the *Membership Applicant* or *Member* meeting the following requirements:
- 2.3.1.1. continue to be fully compliant with the requirements of a *Membership Applicant* at the time of first joining; and
  - 2.3.1.2. continue to be *Financial Members of AFAP*; and
  - 2.3.1.3. continue to hold a *Class 1 Medical Certificate* or *Foreign Equivalent* (except for *Members* who have notified *the Fund* of an *ASE/C* in accordance with Rule 5); and
  - 2.3.1.4. derive their principal source of income from *Piloting Activities* (except for *Unemployed Members* in accordance with these *Rules* and the time limitations imposed by Rule 10.3).

## **2.4. REINSTATEMENT(S) - REINSTATED MEMBERSHIP**

- 2.4.1. Reinstatement applications must meet the *Member Applicants* eligibility criteria as per Rule 2.2 excepting Rule 2.2.2.3.
- 2.4.2. Where a former *Member* applies to *the Fund* in circumstances where they:
  - 2.4.2.1. had previously been a *Member* of *the Fund* for not less than five (5) years continuously; and
  - 2.4.2.2. had been absent from *the Fund* membership for no more than six (6) years preceding the date of their reinstatement application,  
  
the *Trustee* may reinstate the *Member*. The *Member* will be entitled to reinstatement at the *Contributions* and *Benefits* that were current at the time of their most recent membership of *the Fund*, but no more than the maximum *Benefit* for the *Member's* age at the date of reinstatement.
  - 2.4.2.3. Reinstated *Members* who do not hold the maximum *Benefit* amount for their age at the date of reinstatement may, if eligible, apply for an increased *Benefit* amount in accordance with Rule 4.
  - 2.4.2.4. The *Trustee* may apply this exception to a *Member* once only.
- 2.4.3. A pilot cannot become reinstated as a *Member* if they were previously a *Member* and:
  - 2.4.3.1. were paid any *Benefits* to which they were entitled due to a loss of their *Class 1 Medical Certificate*; or
  - 2.4.3.2. were paid any discretionary Refund of *Contributions* in accordance with the *Rules*.
  - 2.4.3.3. Notwithstanding Rules 2.4.3.1 and 2.4.3.2, and at the sole and absolute discretion of the *Trustee's* acceptance, the reinstatement applicant must satisfy all of the other eligibility requirements of Rule 2.4 and repay all monies received in this manner to *the Fund* in order to be reinstated.

## **2.5. PROVISIONAL MEMBERSHIP / PROVISIONAL COVER**

- 2.5.1. *Member Applicants* shall be given *Provisional Cover* for *Benefits*, with *Zero Cover* on any declared medical conditions.
- 2.5.2. *Provisional Cover* will commence from processing, provided all applicable conditions of Rule 2 are met and remain in place until such time that the application for membership is considered by the *Trustee* in accordance with the *Rules*.
- 2.5.3. An application for *Provisional Cover* will be rejected where any of the requirements of Rule 2 are not met or are incomplete. A *Member Applicant* will have no cover until all the relevant conditions of Rule 2 are met.
- 2.5.4. In the event that medical data requested by the *Trustee* is not received by the second Board meeting following the application, the *Trustee* may:
  - 2.5.4.1. accept the membership with a *Limited Cover* and / or *Zero Cover* on any declared medical condition(s), or
  - 2.5.4.2. reject the application and provide a refund of any *Contributions* paid.

**2.6. CLAIMANT - FULL CAPITAL BENEFIT ENTITLEMENT**

- 2.6.1. A *Claimant* whose current membership or increased benefit amount is less than 12 months shall only be entitled to a maximum of 50% of the *Capital Benefit Balance*.
- 2.6.2. Notwithstanding Rule 2.6.1, where a *Claimant* becomes eligible for a *Capital Benefit Balance* and *Death Benefit*, full payment of the *Capital Benefit Balance* and *Death Benefit* would be made.
- 2.6.3. Rule 2.6.2 does not apply to claims made for early payment due to a terminal illness under Rule 9.4.

**2.7. ADMINISTRATIVE REQUIREMENTS**

- 2.7.1. All application for membership or reinstatement shall be made in writing on the application form prescribed by the *Trustee*.

**2.8. CLASS 1 MEDICAL - FOREIGN EQUIVALENT**

- 2.8.1. Only *Members* may operate on a *Foreign Equivalent* medical certificate.
- 2.8.2. The basis for all *Benefit* claims shall be the failure to meet the *Medical Standard 1* only.

**2.9. CESSATION OF MEMBERSHIP ELIGIBILITY**

- 2.9.1. Failure to comply with membership eligibility requirements in this Rule 2 will result in automatic cessation of membership in accordance with Rule 10.

## **RULE 3 - CONTRIBUTIONS**

### **3.1. APPLICANT CONTRIBUTIONS - JOINING**

- 3.1.1. A *Membership Applicant*, who makes their application following the commencement of the *Fund Year* shall be required to make a pro-rata *Contribution* at the applicable rate for the remainder of the *Fund Year*.

### **3.2. MEMBER CONTRIBUTIONS - ANNUAL MEMBERSHIP RENEWAL**

- 3.2.1. *Contributions to the Fund* shall be due and payable immediately upon completion of an *Annual Membership Renewal*.
- 3.2.2. Members failing to complete their *Annual Membership Renewal* by May 31<sup>st</sup> or a later date advised by the *Trustee*, shall be deemed to have allowed their membership to have lapsed effective April 30<sup>th</sup> of the previous *Fund Year* and shall not be entitled to any *Benefit*.
- 3.2.3. *The Fund* will make all reasonable efforts to provide *Notice to Members* whose cover has ceased to have effect in accordance with this Rule, but it remains solely the responsibility of the *Member* to maintain membership of *the Fund*.
- 3.2.4. Where in the opinion of the *Trustee*, a fair and reasonable explanation has been given for not completing the *Annual Membership Renewal*, applications may be accepted in the same *Fund Year* up to June 30<sup>th</sup> without application of the provisions of Rule 3.2.2.

### **3.3. MEMBER CONTRIBUTIONS - PAYMENT BY INSTALMENTS**

- 3.3.1. The *Trustee* may provide options for payment of the *Contribution* amount by instalments throughout the *Fund Year*.
- 3.3.2. Such arrangements shall normally be utilised where it can be determined by the *Trustee* as necessary to assist the *Member* maintaining financial membership of *the Fund*.
- 3.3.3. Where a *Member* becomes a *Claimant*, payment by instalments is no longer available.
- 3.3.4. Any unpaid *Contributions* amount must be paid in full prior to the commencement of receiving any *Benefit* for each fund membership year as a *Claimant*.
- 3.3.5. *Members* paying their *Contributions* by monthly instalment must adhere to the *Monthly Payments Terms and Conditions*.
- 3.3.6. In the event of a *Member* who pays by instalment and wishes to voluntarily resign from *the Fund*, the date of resignation will be determined as the final day for which payment for cover has been received.
- 3.3.7. When a bulk billed employer has paid the *Employer Allowance* and the *Member* fails to pay any outstanding *Member* portion of the *Contributions* due, the *Trustee* will reduce the level of cover in accordance with the *Contribution and Benefits Scale* (Rule 3 - Appendix A) to match the *Contributions* received from the date the *Members* last payment covers. *Notice to the Member* must be made should such reduction take place.

### **3.4. MEMBER CONTRIBUTIONS - PAYMENT BY BULK BILLING AGREEMENTS**

- 3.4.1. Initial *Membership Applicants* and renewing *Members* who are verified as eligible for an *Employer Allowance* paid by an employer with a bulk billing agreement with *the Fund*, are considered to have their *Contributions* paid up to the *Employer Allowance* portion. Payment of the balance of the *Contribution* amount is the responsibility of the *Member*.
- 3.4.2. In the event the bulk billed employer does not pay the *Employer Allowance* amount, the *Member* is responsible for paying the *Contribution* amount in full.

### **3.5. PERIODIC REVIEW OF CONTRIBUTION RATES**

- 3.5.1. The *Trustee* shall at periods not more than twenty-four (24) months, review the performance of *the Fund* in providing *Member* benefits and taking into account projected income and liabilities, and adjust the *Contribution* and *Benefits Scale* accordingly.
- 3.5.2. The current *Contribution* and *Benefits Scale* is attached to these *Rules* as Rule 3 Appendix A.
- 3.5.3. Rule 3 - Appendix A may be updated in accordance with Rule 3.5.1 and will be published and *Notice to the Members* will be provided with the *Annual Membership Renewal* information.

### **3.6. PREMIUM CAPITAL BENEFIT (PCB)**

- 3.6.1. *Members* who hold the maximum *SCB*, may apply to the *Trustee* for the *PCB* at the commencement of any *Fund Year*, prior to age fifty (50).

### **3.7. DISCRETIONARY REFUND OF CONTRIBUTIONS**

- 3.7.1. The *Trustee* in its sole and absolute discretion may, upon application from a current or former *Member*, considering the viability of *the Fund* at the time and in the future, authorise for payment, a discretionary *Refund of Contributions* as at the date membership ceases.
- 3.7.2. Only a current or former *Member* is eligible to apply for a discretionary *Refund of Contributions* under this Rule.
- 3.7.3. The amount of the payment in Rule 3.7.1 will be equal to the total amount paid by way of *Contributions* to *the Fund* by or on behalf of the former *Member*, from the date of commencement of membership, where that former *Member* had contributed to *the Fund* for a period either:
  - 3.7.3.1. continuously for in excess of twenty years (20), or
  - 3.7.3.2. for a total in excess of twenty-five (25) years aggregate for a reinstated *Member* in accordance with Rule 2.4 or for a former *Member* returning to *the Fund* as an Initial *Membership Applicant* where any break in continuity was not due to:
    - 3.7.3.2.1. expulsion from *the Fund*, or
    - 3.7.3.2.2. expulsion from the *AFAP*, or
    - 3.7.3.2.3. rejection of a membership application.

- 3.7.4. *Monthly Benefits* and the *Capital Benefits Balance* paid in respect of the loss of a *Class 1 Medical Certificate* shall be offset against such a discretionary Refund of *Contributions*.
- 3.7.5. *Contributions* made for the *PCB* and the GST on *Contributions* will not be included in the calculation of the refund.
- 3.7.6. Refunds will be capped at \$70,000.
- 3.7.7. Applications for such refund must be made within three hundred and sixty-five (365) days of the *Member's* date of resignation from *the Fund*.



# 2024-2025 CONTRIBUTIONS AND BENEFITS SCALE

## 1 STANDARD CAPITAL BENEFIT TO A MAXIMUM OF \$600,000

The minimum Standard Capital Benefit shall be \$100,000.

Present Age	Joining Band 1 (Under 40)			Joining Band 2 (Between 40 – 44)			Joining Band 3 (Between 45 – 49)		
	Maximum Cover	Rate per \$1,000 excl. GST	Annual Cost incl. GST	Maximum Cover	Rate per \$1,000 excl. GST	Annual Cost incl. GST	Maximum Cover	Rate per \$1,000 excl. GST	Annual Cost incl. GST
<30	\$600,000	\$2.44	\$1,610.40						
30-34	\$600,000	\$2.80	\$1,848.00						
35-39	\$600,000	\$3.18	\$2,098.80						
40-44	\$600,000	\$3.90	\$2,574.00	\$480,000	\$7.04	\$3,717.12			
45-49	\$600,000	\$4.65	\$3,069.00	\$480,000	\$7.89	\$4,165.92	\$420,000	\$8.60	\$3,973.20
50-52	\$540,000	\$5.64	\$3,350.16	\$432,000	\$9.01	\$4,281.55	\$378,000	\$9.86	\$4,099.79
53-55	\$480,000	\$6.84	\$3,611.52	\$384,000	\$10.28	\$4,342.27	\$336,000	\$11.30	\$4,176.48
56-58	\$420,000	\$8.57	\$3,959.34	\$336,000	\$11.99	\$4,431.50	\$294,000	\$13.27	\$4,291.52
59-61	\$360,000	\$11.00	\$4,356.00	\$288,000	\$14.32	\$4,536.58	\$252,000	\$15.98	\$4,429.66
62-64	\$300,000	\$14.06	\$4,639.80	\$240,000	\$16.88	\$4,456.32	\$210,000	\$18.98	\$4,384.38

## 2 ADDITIONAL \$200,000 PREMIUM CAPITAL BENEFIT

For members who hold the maximum Standard Capital Benefit, only available prior to the age of 50. For permanent Loss of Licence only.

Present Age	Joining Band 1 (Under 40)			Joining Band 2 (Between 40 – 44)				Joining Band 3 (Between 45 – 49)			
	Maximum Cover	Rate per \$1,000 excl. GST	Annual Cost incl. GST	Present Age	Maximum Cover	Rate per \$1,000 excl. GST	Annual Cost incl. GST	Present Age	Maximum Cover	Rate per \$1,000 excl. GST	Annual Cost incl. GST
<30 – 64	\$200,000	\$4.02	\$884.40	40 – 64	\$200,000	\$5.37	\$1,181.40	45 – 64	\$200,000	\$6.72	\$1,478.40

## 3 ADDITIONAL DEATH BENEFIT

The lump sum starts at \$100,000 and increases \$10,000 for each year of membership to a maximum of \$300,000.

The Death Benefit payable shall not in value exceed the amount of the Standard Capital Benefit.

In the event of death, benefits payable include the Standard Capital Benefit, the Premium Capital Benefit (if applicable) AND the Death Benefit assigned to you.

Effective 1 May 2024. Subject to the AAPMBF Rules.

Under the Rules, Austair reserves the right to review and adjust the above rates periodically.



# 2024- 2025 CONTRIBUTIONS AND BENEFITS

## 1 STANDARD CAPITAL BENEFIT TO A MAXIMUM OF \$324,000

Present Age	For current members who joined between 50 – 59		
	Maximum Cover	Rate per \$1,000 excl. GST	Annual Cost incl. GST
50 – 52	\$324,000	\$10.70	\$3,813.48
53 – 55	\$288,000	\$12.30	\$3,896.64
56 – 58	\$252,000	\$14.54	\$4,030.49
59 – 61	\$216,000	\$17.60	\$4,181.76
62 – 64	\$180,000	\$21.10	\$4,177.80

## 2 ADDITIONAL \$200,000 PREMIUM CAPITAL BENEFIT

For members who hold the maximum Standard Capital Benefit, only available prior to the age of 50. For permanent Loss of Licence only.

Present Age	For current members who joined between 50 – 59		
	Maximum Cover	Rate per \$1,000 excl. GST	Annual Cost incl. GST
50 – 64	\$200,000	\$8.07	\$1,775.40

## 3 ADDITIONAL DEATH BENEFIT

The lump sum starts at \$100,000 and increases \$10,000 for each year of membership to a maximum of \$300,000.

The Death Benefit payable shall not in value exceed the amount of the Standard Capital Benefit.

In the event of death, benefits payable include the Standard Capital Benefit, the Premium Capital Benefit (if applicable) AND the Death Benefit assigned to you.

Effective 1 May 2024. Subject to the AAPMBF Rules.

Under the Rules, Austair reserves the right to review and adjust the above rates periodically.



## **RULE 4 - MEMBERS CHANGING BENEFIT AMOUNTS**

### **4.2. SCB - LESS THAN MAXIMUM AVAILABLE FOR AGE / JOINING BAND**

- 4.1.1. *Members, whose SCB is less than the maximum available to their category of membership and age bracket, may apply to the Trustee to increase their SCB at the commencement of any Fund Year, prior to age forty (40).*
- 4.1.2. *Members whose ages range from forty (40) to forty-nine (49) years inclusive may also be considered eligible to contribute for an increased SCB, at the sole discretion of the Trustee and on such terms and conditions as they might reasonably impose. Except under the exceptional circumstances, as determined by the Trustee, such eligibility shall be available once only to each Member.*
- 4.1.3. *A Member contributing for the maximum SCB available in a particular age bracket may continue to contribute for the maximum SCB available in any age bracket thereafter.*
- 4.1.4. *In the year prior to a Member reaching fifty (50) years of age and who is not contributing for the maximum available SCB in a particular joining band, must be aware that they may continue to contribute for only a proportional amount in any age bracket thereafter.*

### **4.3. SCB - LESS THAN MAXIMUM - EMPLOYER ALLOWANCE**

- 4.3.1. *Members already referred to in Rule 4.1.1 and 4.1.2, being employed by a company which provides reimbursement for any part of the required Contribution, may apply to contribute for an increased SCB, if the Member's employer increases the amount of such reimbursement and the Member has not reached the limit of cover for their age at the time of the increase and such increase will be subject to Rule 4.3.*

### **4.4. CHANGES CONSIDERED 'NEW' APPLICATIONS**

- 4.4.1. *Any increase in SCB granted as a result of an application in accordance with Rule 4.1 and 4.2, shall, for the purpose of Contribution rates and Benefits, be considered as a new application.*
- 4.4.2. *The additional cover amount applied for under Rule 4 will be considered as Provisional Cover and subject to the procedure as prescribed in Rule 2.5.*

### **4.5. TIMING OF CHANGES TO SCB AMOUNTS**

- 4.5.1. *Members aged up to forty-nine (49) may apply for an increased SCB, if the Employer Allowance is increased under award conditions and shall, for the purpose of Contribution rates and Benefits, be considered as a new application and subject to Rule 4.3.2.*

### **4.6. PREMIUM CAPITAL BENEFIT (PCB)**

- 4.6.1. *Members, who hold the maximum SCB, may apply to the Trustee for the PCB at the commencement of any Fund Year, prior to age fifty (50). An application for the PCB, for the purposes of Contribution rates and Benefits, will be considered a new application.*
- 4.6.2. *A Member may apply for the PCB at the Annual Membership Renewal, before the age of fifty (50), provided the Member contributes for the maximum SCB available for the Member's age bracket, subject to the Member's age at time of PCB application.*

#### **4.7. MINIMUM BENEFIT AMOUNT**

- 4.7.1. The minimum *SCB* shall be \$100,000.

#### **4.8. TRUSTEE TO REVIEW APPLICATIONS AND INCREASES TO BENEFITS**

- 4.8.1. All requests for application, membership or increased benefits shall be considered by the *Trustee* at its regular monthly meeting, or any special meeting following the lodgement of such application. Such application shall be accepted at the discretion of the *Trustee* on such terms and conditions as they deem appropriate.

#### **4.9. COMMENCEMENT OF NEW BENEFIT AMOUNTS**

- 4.9.1. Any application for increased benefits is subject to Rule 2.5, and
- 4.9.2. Acceptance of a request for a new benefit amount may be subject to *Limited Cover* and / or *Zero Cover*.
- 4.9.3. Increased benefits shall be subject to meeting all other conditions of Rule 2.5 and approval by the *Trustee* and if approved, may be backdated to the date the increased benefits application is processed.
- 4.9.4. Commencement of a new benefit amount will be effective at the new *Fund Year* subject to *the Fund* receiving:
  - 4.9.4.1. relevant medical data and supporting medical information requested by *the Fund*, which has been received, assessed and is available for the *Trustee* to consider imposition of a *Limited Cover* and / or *Zero Cover*,
  - 4.9.4.2. verification by the bulk billed employer confirming the eligibility and *Employer Allowance*, and / or
  - 4.9.4.3. payment of the applicable *Contribution* is received by *the Fund* for the benefit or the increase in benefit by the *Member*.
- 4.9.5. In the event the employer does not pay the *Employer Allowance*, the *Member* is responsible for paying the *Contribution* in full.
- 4.9.6. In the event that medical data requested by the *Trustee* is not received by the second Board meeting following the application, the *Trustee* may:
  - 4.9.6.1. accept the membership with a *Limited Cover* and / or *Zero Cover* on any declared medical condition(s), or
  - 4.9.6.2. reject the application and provide a refund of any *Contributions* paid.

## **RULE 5 - NOTIFICATION OF AN AEROMEDICAL SIGNIFICANT EVENT / CONDITION**

### **5.1. REQUIREMENT TO TRUSTEE FOR THE NOTIFICATION OF AN AEROMEDICAL SIGNIFICANT EVENT / CONDITION**

- 5.1.1. A *Member* shall provide a *Notification* in writing to the *Trustee* within thirty (30) days of the *Date of Disability* unless the *Member* is prevented from notifying the *Trustee* by reason of the *ASE/C*.

### **5.2. FAILURE TO NOTIFY THE TRUSTEE**

- 5.2.1. Any failure to notify the *Trustee* of the occurrence of the *ASE/C* (as per Rule 5.1.1) within the thirty (30) day period may result in the rejection of a *Member's* claim, or the imposition of an additional *Capital Waiting Period* or *Monthly Benefit Waiting Period*.

### **5.3. RECURRENCE OF A PREVIOUSLY NOTIFIED AEROMEDICAL SIGNIFICANT EVENT / CONDITION**

- 5.3.1. Where a *Claimant* has suffered a recurrence of, or complications directly caused by the *ASE/C* within a period of twelve (12) months from the original *Date of Disability*; the *Member* will have a maximum of fourteen (14) days to provide a *Notification* to the *Trustee* of the recurrence; unless the *Member* is prevented from notifying the *Trustee* by reason of the *ASE/C*.

- 5.3.2. Any failure to notify the *Trustee* of the recurrence of the *ASE/C* (as per Rule 5.3.1) within the fourteen (14) day period may result in the rejection of a *Member's* claim, or the imposition of a *Capital Waiting Period* or *Monthly Benefit Waiting Period*.

### **5.4. CLAIMANT TO APPROVE THE FUND THE RIGHT TO APPEAL TO THE RELEVANT AUTHORITY**

- 5.4.1. The *Trustee* shall, if it so appropriate, at the expense of *the Fund*, appeal any *Suspension* or *Cancellation* in the name of the *Claimant* and to employ their own legal advisors to conduct such appeal.
- 5.4.2. The *Claimant* shall give all possible assistance and information to the *Trustee* and their legal advisors in and about the preparation for and conduct of any such appeal.

## RULE 6 - RESTRICTED BENEFITS

### 6.1. PRE-EXISTING MEDICAL CONDITION

- 6.1.1. The *Trustee* may impose *Limited Cover* and / or *Zero Cover* on all or a part of a *Member's* *SCB* and *PCB* (if applicable) for any *Pre-Existing Medical Condition*.
- 6.1.2. *Limited Cover* and/or *Zero Cover* will be imposed by the *Trustee*, effective from the date of:
  - 6.1.2.1. initially joining *the Fund*, or
  - 6.1.2.2. the commencement of the *Fund Year* for the increased benefit amount, or
  - 6.1.2.3. the *Member* reinstating under Rule 2.4.
- 6.1.3. In applying Rule 6.1.1, the *Trustee* may consult the *FMA*s or appropriate medical specialists of the *Trustee's* choosing, for confirmation of the *Pre-Existing Medical Condition*, at the earliest practical time.
- 6.1.4. Where a *Pre-Existing Medical Condition* has previously been established as a risk of an *ASE/C*, the *Trustee* may apply the limitations as per Rule 6.1.1 based on the *Member Applicant's* health declaration.
- 6.1.5. Notwithstanding Rule 6.1.4, a *Member* may at any time, provide additional supporting information that might assist the *Trustee* in assessing whether the imposition of any limitation under Rule 6.1.1 can be reviewed. Such a review will include the *FMA*s and / or any relevant specialist.
- 6.1.6. The *Member* or *Member Applicant* shall provide any relevant information to the *Trustee* and the *FMA*s and, when requested, authorise the *Trustee* and the *FMA*s to consult with any relevant physician or organisation.
- 6.1.7. If, as a result of any disclosure by the *Member Applicant* or *Member*, advice from the *Member Applicant's* or *Member's* personal physician or specialist is required by the *FMA*s, the cost associated shall be borne by *the Fund*.
- 6.1.8. Where *Limited Cover* is attached to a *Member's* *SCB* and *PCB* (if applicable) the *Members* maximum level of *SCB* and *PCB* are reduced, the *Trustee* may not make payments in excess of these amounts where there is a claim directly or arising from any *Limited Cover* condition.
- 6.1.9. Upon requesting an increase in the *SCB* and / or application for the *PCB*, either *Limited Cover* or *Zero Cover* for the *Pre-Existing Medical Condition* may be applied on the increase in the *SCB* and / or the *PCB*.

## **6.2. INCOMPLETE, FALSE OR MISLEADING CLAIMS AND APPLICATIONS**

6.2.1. If a *Membership Applicant* or *Claimant*:

6.2.1.1. provides false or misleading information in respect of their claim for *Benefits* or application for membership (including in relation to a *Pre-Existing Medical Condition*); or

6.2.1.2. conceals or omits material facts relating to a claim for *Benefits* or application for membership (including the existence of a *Pre-Existing Medical Condition*),

the *Member* or *Membership Applicant* shall not be entitled to any *Benefits* from the *Fund*. Membership of the *Fund* will cease with immediate effect, and the *Member* shall not have any entitlement to a discretionary Refund of any *Contributions* made to the *Fund*.

6.2.2. Without limiting Rule 6.2.1, if a *Member's* conduct might reasonably be assessed as having been a genuine error on the *Member's* behalf, who subsequently makes a fulsome and correct declaration of all matters regarding a *Pre-Existing Medical Condition*, the *Trustee* may apply its discretion in exercising the provisions of Rule 6.2.1 and retrospectively apply a *Limited Cover* and / or *Zero Cover* for that *Pre-Existing Medical Condition*.

6.2.3. Where an *ASE/C* is retrospectively limited in accordance with Rule 6.2.2, the *Fund* will not be liable to pay any *Benefits* in respect of the identified aeromedical significant *Pre-Existing Medical Condition*.

## **6.3. SPECIFIED EXCLUSIONS - GENERAL**

6.3.1. Notwithstanding any other provision in the *Rules*, the *Fund* shall not be liable, and the *Trustee* shall not make payments by way of *Benefits* to a *Claimant* where the *ASE/C* or *Member's* death is a result of or arising from any of the following:

6.3.1.1. war, whether declared or not, but not because of a *Member* being killed or injured during legitimate non-military operations outside of recognised war zones;

6.3.1.2. intentional self-injury, suicide or attempted suicide, assault where provoked by the *Member*, fighting (except in bona fide self-defence);

6.3.1.3. alcohol dependence and/or conditions or injuries arising directly or indirectly from the abuse of alcohol or drugs;

6.3.1.4. injuries or conditions arising from the operation of an aircraft where the *Member* was under the influence of, or had recently utilised substances including but not limited to:

6.3.1.4.1. any drug, narcotic or other substance excluded from use due to its legal restriction and / or due to its potential *ASE/C*; and / or

6.3.1.4.2. prescribed medication that was being inappropriately used by a *Member* either due to improper dosage, reuse of old prescription medication or having failed to advise *CASA* of the usage of such medication in accordance with a *Member's* responsibilities under the Act and / or *Regulations*.

- 6.3.1.5. pregnancy and related conditions for the full duration of that pregnancy, including a period of ninety (90) days from the conclusion of the pregnancy. Conditions that persist beyond ninety (90) days from the conclusion of the pregnancy will be assessed for *Benefits* in accordance with the *Rules*. Such *Benefits* are not back dated. Cover for conditions not related to pregnancy including the *Members Death Benefit*, continues without restriction;
- 6.3.1.6. incurred because of the exposure by the *Member* to danger, as determined by the *Trustee* (except to save human life);
- 6.3.1.7. any injury, condition, illness or death suffered while the *Member* was undertaking or committing a criminal act;
- 6.3.1.8. elective cosmetic surgery unless:
  - 6.3.1.8.1. required to rectify the consequences of a significant physical trauma event; and / or,
  - 6.3.1.8.2. unless such surgery is medically indicated for the maintenance of a *Class 1 Medical Certificate* or,
  - 6.3.1.8.3. such conditions which are approved in advance by the *Trustee* having taken advice from the *FMA*s and specifically for the maintenance or resumption of the *Medical Standard 1*.
- 6.3.1.9. Committing an offence or failure to comply with directions given by *CASA* under the *CASR* or any other *Regulations*.

#### **6.4. SPECIFIED CONDITIONS INELIGIBLE FOR CAPITAL BENEFITS**

- 6.4.1. The list of conditions for which *Capital Benefit Balance* will not be paid can be found as Appendix A to Rule 6.
- 6.4.2. Appendix A of Rule 6 will be reviewed at intervals not exceeding twenty-four (24) months but not more frequently than every twelve (12) months and the *Trustee* may add, delete, amend conditions as required.
- 6.4.3. Notwithstanding Rule 6.4.2, a condition already included in Rule 6 Appendix A may be updated to reflect a medical reclassification, description or name change at any interval.
- 6.4.4. The review process will be completed in any review year to ensure that the revised Appendix will be available to all *Members* prior to the commencement of the subsequent *Fund Year*.
- 6.4.5. The review process will be led by the *Trustee* and the *FMA*s. It will reflect a consensus of the *Trustee* and those experts in determining those conditions that should be excluded for the assessment of *Benefit* payments. Such a review will be completed considering changes in diagnostic capabilities, improved medical interventions and the 'best practice' in managing complex health conditions. It will also balance the best interests of *Members* and the ongoing financial viability of *the Fund*.



## **6.5. THIRD-PARTY CLAIM LIABILITY AND 'TOP-UP' PAYMENTS**

- 6.5.1. Subject to Rule 6.5.4, the *Fund* shall not be liable to make payment of *Benefits* to a *Claimant* where the *Claimant's Class 1 Medical Certificate* has been suspended or *Permanently Lost* for any disability in respect of which, in the *Trustee's* reasonable opinion, the *Claimant* either is currently or would be entitled to receive any periodical or other payments. These include, but not limited to workers' compensation, transport or other accident compensation, Enterprise Agreement terms, state / federal legislation, or public or other liability claims except those payments made under Rule 6.5.4.
- 6.5.2. Noting the limitations of Rule 7.10 and Rule 8.2, and notwithstanding Rule 6.5.1, a *Claimant* may request an assessment for payment of the *Capital Benefit Balance* at any time. If the *Capital Benefit Balance* is approved in accordance with Rule 8, any payment would only be made once the liability by a third-party has been fully extinguished.
- 6.5.3. Before a *Claimant* is eligible to receive an amount under Rule 6.5.4, the *Claimant* will make available to *the Fund*, an authority to access and review all matters under consideration by the third-party including but not limited to all claim information, financial information, and medical information relevant to the *ASE/C* so far as it relates to a claim by the *Claimant*.
- 6.5.4. Where the *Claimant* provides evidence that the aggregate payment amount received per month from the third-party or employer is less than the *Claimants'* maximum rate of *Monthly Benefits* under Rule 7, a *Claimant* may be eligible for a partial payment for the difference between the *Claimants'* maximum rate of *Monthly Benefits* under Rule 7.
- 6.5.5. All other obligations on the *Claimant* under the *Rules* apply for any amount received from *the Fund*.
- 6.5.6. The *Claimant* must not receive combined payments from *the Fund* and from the third-party that would exceed the *Monthly Benefits* the *Claimant* would otherwise be entitled under Rule 7.
- 6.5.7. In discharging its obligations under the *Rules*, *the Fund* will not be liable for the cost of separate legal or financial advice for a *Claimant* in receipt of third-party payments and *Claimant* must take steps to fully understand their obligations under any separate arrangement with a third-party.
- 6.5.8. Notwithstanding Rule 10.2.1.3 which would preclude the *Claimant* from making a claim for the *Capital Benefit Balance* before the third-party liability has ceased, the *Claimant* shall be entitled to make a claim for the *Capital Benefit Balance* before they reach age sixty-five (65).

## RULE 6 - RESTRICTED BENEFITS

### APPENDIX A

#### EXCLUDED CONDITIONS

These conditions are ineligible for *Capital Benefit Balance*. Refer to Rule 7 for *Monthly Benefits* which may apply.

Conditions	Notes
<b>Aerotoxic Syndrome</b>	
<b>Short and Long Term Complications and Disorders associated with:</b> <ul style="list-style-type: none"> <li>• Alcohol misuse</li> <li>• Substance Abuse</li> <li>• Smoking / Vaping</li> </ul>	
<b>All Mental Health Conditions excepting:</b> <ul style="list-style-type: none"> <li>• Bipolar Disorder</li> <li>• Schizophrenia</li> </ul>	
<b>Chronic Fatigue Syndrome including:</b> <ul style="list-style-type: none"> <li>• Long COVID</li> <li>• Myalgic encephalomyelitis</li> <li>• Post Glandular Fever Syndrome</li> <li>• Post Infectious Fatigue Syndrome</li> <li>• Post Lyme Disease</li> <li>• Post Viral Syndrome</li> </ul>	
<b>Colour Vision Deficiency</b>	
<b>Gastrointestinal Conditions:</b> <ul style="list-style-type: none"> <li>• Chronic Diarrhoea</li> <li>• Gastro Oesophageal Reflux Disease</li> <li>• Irritable Bowel Disorder</li> <li>• Somatization Disorder</li> </ul>	
<b>Neurological Disorders:</b> <ul style="list-style-type: none"> <li>• Altered Awareness</li> <li>• Amnesia including Transient Global Amnesia</li> <li>• Aura Disorder with or without Headache</li> <li>• Blackouts</li> <li>• Cataplexy</li> <li>• Cavernous Hemangioma - Asymptomatic</li> <li>• Narcolepsy</li> <li>• Psychological or Conversion Disorder</li> <li>• Seizure Disorder</li> </ul>	

<p><b>Pain:</b></p> <ul style="list-style-type: none"> <li>• Chronic Headache</li> <li>• Fibromyalgia</li> <li>• Migraines (all types)</li> <li>• Post-Surgical Pain (including after Hernia Repair)</li> <li>• Post Traumatic Chronic Headache or Migraine</li> <li>• Somatization Disorder</li> </ul>	
<p><b>Obstructive Sleep Apnoea</b></p>	
<p><b>Vestibular and Balance Disorders including:</b></p> <ul style="list-style-type: none"> <li>• Benign Paroxysmal Position Vertigo (BPPV)</li> <li>• Dizziness</li> <li>• Endolymphatic Hydrops</li> <li>• Labyrinthitis</li> <li>• Meniere’s Disease</li> <li>• Post Traumatic Vertigo</li> <li>• Vestibular Neuritis</li> </ul>	

## **RULE 7 - MONTHLY BENEFITS**

### **7.1. CONDITIONS OF PAYMENT - ADMINISTRATION**

- 7.1.1. Where an ASE/C results in the *Suspension* or *Cancellation* of a *Member's Class 1 Medical Certificate* or *Foreign Equivalent* whereby such *Suspension* or *Cancellation* is tested against the *Medical Standard 1*, a *Claimant* may receive *Monthly Benefits* subject to this Rule.
- 7.1.2. The *Trustee* shall only make *Monthly Benefit* payments for an ASE/C, which can be supported by an objective medical diagnosis.
- 7.1.3. The *Trustee* shall not make payment of *Monthly Benefits* where the facts of the claim are incomplete or in doubt for any reason whatsoever.
- 7.1.4. The *Trustee* shall not make payment of *Monthly Benefits* where there are reasonable grounds for the *Trustee* to believe that the *Claimant* is withholding or concealing knowledge of:
  - 7.1.4.1. medical reports (whether in the *Claimant's* possession or not); or
  - 7.1.4.2. material facts or knowledge relevant to the *Claimant's* claim.
- 7.1.5. The making of one (1) or more *Monthly Benefit* payments is not an acceptance of liability by *the Fund* if material facts relating to the claim are subsequently discovered.
- 7.1.6. If the *Trustee* is not satisfied that a *Claimant* is complying with their obligations under this Rule, the *Trustee* shall at its discretion suspend all future payments to the *Claimant* from *the Fund*, unless and until the *Trustee* is satisfied that the *Claimant* is complying with this Rule.

### **7.2. CONDITIONS OF PAYMENT - PERSONAL ACTIVITY REPORT (PAR)**

- 7.2.1. The *Claimant*, must make available to *the Fund*, a personal activity report every month, which should include (as applicable to the relevant ASE/C):
  - 7.2.1.1. a declaration of completed and upcoming medical appointments / procedures;
  - 7.2.1.2. all reports from any treating physician related to the *Claimants* declared condition;
  - 7.2.1.3. details of any lifestyle intervention, diet, exercise etc. that is relevant to the *Claimants* declared condition;
  - 7.2.1.4. completion of any activities that are required for compliance with the treatment plan and guidance as to the likely conclusion / timeframe of the declared condition;
  - 7.2.1.5. any other matter that the *Claimant* or *Trustee* assesses as being relevant to establishing the *Claimant's* obligations under Rule 7.10; and
  - 7.2.1.6. any other declarations or information sought by the *Trustee* or *FMA's* for the purposes of assessing the *Claimant's* requirement to be taking all reasonable steps to meet the *Medical Standard 1* and regain the *Class 1 Medical Certificate*.

### **7.3. RATES OF MONTHLY BENEFIT PAYMENTS**

- 7.3.1. *Monthly Benefit* payments shall be capped at a gross payment of \$12,000 per month but shall not be more than one twelfth of a *Claimant's annual Piloting Income* at the *Date of Disability*.
- 7.3.2. Notwithstanding Rule 7.3.1, *Monthly Benefit* payments for *Unemployed Members* will be capped at a maximum gross payment of \$8,000 per month.
- 7.3.3. All *Monthly Benefit* payments will be paid for a maximum of twenty-four (24) months unless otherwise restricted in duration in accordance with the conditions and durations within Rule 7 - Appendix A. This restriction also applies to *Claimant's* in receipt of *Monthly Benefit* payments as an *Unemployed Member*.
- 7.3.4. Evidence of *Piloting Income* will be required at the time of claim.

### **7.4. COMMENCEMENT OF MONTHLY BENEFITS**

- 7.4.1. Payment of *Monthly Benefits* shall commence at the later of any of the following events:
  - 7.4.1.1. the completion of the *Monthly Benefit Waiting Period*; or
  - 7.4.1.2. *the Claimant* having exhausted all their personal / sick leave; or including exhausting any additional personal leave that the *Member* has by way of arrangements with their employer, whether under an industrial agreement or not and including, but not limited to, access to personal leave from a pilot pool or other employment terms and conditions; and
  - 7.4.1.3. the *Trustee* having completed any investigation into or assessment of the *Claimant's* claim for *Benefits*.
- 7.4.2. For the avoidance of doubt, the *Trustee* will commence payments for approved *Monthly Benefits* immediately after the first *Trustee* Board meeting occurring after the latter of the events specified in Rule 7.4.1.1. or 7.4.1.2. subject to the receipt of relevant payment documentation.
- 7.4.3. The *Trustee* is not liable to and will not make any back payments for any periods occurring prior to the *Trustee's* decision to approve the payment of *Monthly Benefits*.
- 7.4.4. Once the *Claimant* has become eligible and received at least one (1) *Monthly Benefit* payment, the *Claimant* may make application to *the Fund* to receive up to two (2) *Monthly Benefit* payments in advance. These amounts would be calculated in the normal manner under Rule 7 and would only be considered at the sole and absolute discretion of the *Trustee*. In considering such payments in advance the *Trustee* will consider:
  - 7.4.4.1. supporting a *Claimant* in regaining their *Class 1 Medical Certificate* and returning to work sooner; and
  - 7.4.4.2. advice from the *FMA's* regarding the efficacy and appropriateness of any treatment plan in supporting a *Claimant* in regaining their *Class 1 Medical Certificate*.
- 7.4.5. Rule 7.4.4 does not modify the number of *Monthly Benefit* payments. The limitations regarding the maximum number of *Monthly Benefit* payments for those identified conditions, continue to apply in accordance with these *Rules*.

## **7.5. MEDICAL ASSESSMENT**

- 7.5.1. Any *Claimant* making application for *Benefits* from the *Fund* must, if required by the *Trustee*, submit two (2) independent medical assessment(s) at the expense of *the Fund* and of *the Fund's* choosing, for ascertaining the nature and extent of the notified disability.
- 7.5.2. A *Claimant* claiming or receiving *Monthly Benefits* in accordance with this Rule must, during such time, when so requested, provide all relevant information to the *Trustee* and the *FMA(s)*.
- 7.5.3. A *Claimant* must, prior to receiving *Monthly Benefit* payments, authorise the *Trustee* and the *FMA(s)* to:
  - 7.5.3.1. consult with any relevant physician, surgeon or specialist;
  - 7.5.3.2. access a *Claimant's* medical records relevant to the *Claimant's* medical condition whether prior to the date of monthly or not; and
  - 7.5.3.3. access Medicare (or equivalent) records for the purposes of accessing medical history records.

## **7.6. CESSATION AND LIMITATION OF MONTHLY BENEFITS**

- 7.6.1. *Monthly Benefits* shall cease at the earliest occurrence of any of the following;
  - 7.6.1.1. the *Claimant* has failed to, or refuses to, comply with the requirements of Rule 7; or
  - 7.6.1.2. the *Claimant* has died; or
  - 7.6.1.3. the *Claimant* has reached the age of sixty-five (65); or
  - 7.6.1.4. twenty-four (24) *Monthly Benefit* payments have been completed; or
  - 7.6.1.5. the issuing, reinstatement, revalidation or restoration of a *Class 1 Medical Certificate* to the *Claimant*, regardless of whether or not *CASA* applies any conditions or restrictions on the *Class 1 Medical Certificate*; or
  - 7.6.1.6. *CASA*, or a *CASA Delegate*, has advised that the *Claimant* is able to exercise the privileges of their pilots licence regardless of whether or not *CASA* applies any conditions or restrictions on the *Class 1 Medical Certificate*; or
  - 7.6.1.7. *CASA*, or a *CASA Delegate*, has advised that the *Cancellation* or *Suspension* of a *Class 1 Medical Certificate* has been removed, regardless of whether or not *CASA* applies any conditions or restrictions on the *Class 1 Medical Certificate*.

## **7.7. LIMITED COVER - MONTHLY PAYMENTS**

7.7.1. In the case where a *Class 1 Medical Certificate* has been *Suspended* or *Cancelled* due to the *ASE/C* for which a *Limited Cover* has been applied, and where the *Claimant* has participated in *the Fund* for a continuous period of:

7.7.1.1. Less than five (5) years,

7.7.1.1.1. a maximum of twelve (12) *Monthly Benefit* payments. In the event the *Monthly Benefits* becomes a capital *Benefit* claim, the *Claimant's* entitlement shall not exceed 24% of the *SCB* on which the *Limited Cover* applies, whether paid as *Monthly Benefits* in accordance with Rule 7 or, as the *Capital Benefit Balance* in accordance with Rule 8.

7.7.1.2. More than five (5) years,

7.7.1.2.1. a maximum of eighteen (18) *Monthly Benefit* payments. In the event the *Monthly Benefits* becomes a capital *Benefit* claim, the *Claimant's* entitlement shall not exceed 36% of the *SCB* on which the *Limited Cover* applies, whether paid as *Monthly Benefits* in accordance with this Rule 7 or, as the *Capital Benefit Balance* in accordance with Rule 8.

## **7.8. CONTINUATION OF CLAIM**

7.8.1. Where a *Claimant* makes a claim for *Monthly Benefits* and less than twenty-four (24) monthly payments are made before the *Claimant* regains their *Class 1 Medical Certificate*, if that *Claimant* subsequently makes a further claim within twelve (12) months for the same condition which gave rise to the original claim, the *Monthly Benefit* payments will be deemed to be continuous for the purpose of calculating the number of *Monthly Benefit* payments a *Claimant* has received.

## **7.9. COMPLETION OF THE CLAIM**

7.9.1. A claim on *the Fund* and the subsequent liability of *the Fund* shall be deemed complete at close of business on the last day of the 36th month from the *Date of Disability*.

7.9.2. Notwithstanding Rule 7.9.1, a *Claimant* who can provide evidence that the resolution of the claim is pending, but which will extend beyond the 36th month from *Date of Disability*, may make application for an extension of six (6) months. Such an extension shall only be granted where it can be firmly established that a claim can be concluded within the period of extension.

## **7.10. OBLIGATION OF THE MEMBER**

7.10.1. A *Claimant* in receipt of *Monthly Benefits* in accordance with this Rule shall regularly and when so requested provide the *Trustee* with:

7.10.1.1. a report signed by a registered and appropriately qualified medical practitioner indicating the *Claimant's ASE/C* is such as to prevent them from returning to normal flying duties and meeting the *Medical Standard 1* required for holding a *Class 1 Medical Certificate*;

7.10.1.2. a copy of the *Claimant's* treatment / management plan; and

7.10.1.3. prognosis for the *Claimant's ASE/C* (as provided by the *Claimant's* treating practitioner).

- 7.10.2. Both the commencement and continuance of *Monthly Benefits* payable in accordance with this Rule, shall be conditional upon satisfactory evidence being provided to show that the *Claimant* is taking all reasonable steps to meet *Medical Standard 1* and have their *Class 1 Medical Certificate* reinstated or revalidated.

#### **7.11. MEMBER DECLINING BENEFITS**

- 7.11.1. Notwithstanding anything else contained in this Rule, a *Claimant* may at any time decline to receive *Monthly Benefits* by notifying the *Trustee* of the *Claimant's* wish in writing.

#### **7.12. MAXIMUM TOTAL BENEFITS PAYABLE**

- 7.12.1. Unless a *Death Benefit* is payable in accordance with Rule 9, a *Claimant* of the *Fund* may not receive any combination of *Monthly Benefits* from the *Fund* which exceeds the *SCB* and the *PCB* for which the *Member* has contributed.

#### **7.13. SPECIFIED DURATION MONTHLY BENEFIT**

- 7.13.1. *Specified Duration Monthly Benefits* apply to certain conditions for which only a limited duration of *Monthly Benefit* payments will apply. The maximum number of *Monthly Benefit* payments is twenty-four (24). *Specified Duration Monthly Benefits* only allow for *Monthly Benefit* payments for a duration of six (6) months or twelve (12) months.
- 7.13.2. The list of conditions for which *Specified Duration Monthly Benefits* will apply can be found as Appendix A to Rule 7.
- 7.13.3. Appendix A of Rule 7 will be reviewed at intervals not exceeding twenty-four (24) months but not more frequently than every twelve (12) months and the *Trustee* may add / delete items as required.
- 7.13.4. Notwithstanding Rule 7.13.2, a condition already included in Rule 7 Appendix A may be updated to reflect a medical reclassification at any interval.
- 7.13.5. The review process will be completed in such time and the amended appendix will be made available to all *Members* prior to the commencement of the subsequent *Fund Year*.
- 7.13.6. The review process will be led by the *Trustee* and the *FMA*s. It will reflect a consensus of the *Trustee* and those experts in determining those conditions that should be restricted in duration. Such a review will be completed considering changes in diagnostic capabilities, improved medical interventions and the 'best practice' in managing complex health conditions. It will also balance the best interests of *Members* and the ongoing financial viability of the *Fund*.

#### **7.14. DEPENDENCY DISORDERS AND MONTHLY BENEFITS**

- 7.14.1. In accordance with Rule 6 Appendix A, the *Capital Benefit Balance* will not be paid where a *Claimant* has *Permanently Lost* their *Class 1 Medical Certificate* due to a *Dependency Disorder* or an associated condition.
- 7.14.2. *Dependency Disorders* are considered as *Specified Duration Monthly Benefits* with a maximum duration of six (6) *Monthly Benefit* payments where a *Claimant* is fully compliant with all of the requirements of Rule 7.14.



- 7.14.3. *Monthly Benefit* payments are not available to a *Claimant* until after the *Trustee* has approved their *Monthly Benefit* claim at their regular monthly Board meeting. Such payments may only commence and continue under the following conditions:
- 7.14.3.1. evidence of entry into an approved monitoring program acceptable to CASA,
  - 7.14.3.2. continued compliance with the requirements of the monitoring program,
  - 7.14.3.3. provision of satisfactory evidence of compliance to the *Trustee* upon request
  - 7.14.3.4. all of the normal obligations of the *Claimant* under Rule 7.10.
- 7.14.4. Failure to meet any of the requirements of 7.14.3. and its subordinate clauses will result in the immediate cessation of *Monthly Benefit* payments.

## RULE 7 - MONTHLY BENEFITS

### APPENDIX A

#### CONDITIONS WITH LIMITED MONTHLY BENEFIT PAYMENTS.

These conditions are subject to limited *Monthly Benefit* payments.

Conditions	Timeframe
<b>Aerotoxic Syndrome</b>	6 MONTHS
<b>Short and Long Term Complications and Disorders associated with:</b> <ul style="list-style-type: none"> <li>• Alcohol misuse</li> <li>• Substance Abuse</li> <li>• Smoking / Vaping</li> </ul>	NIL - Except IAW Rule 7.14
<b>All Mental Health Conditions excepting:</b> <ul style="list-style-type: none"> <li>• Bipolar Disorder</li> <li>• Schizophrenia</li> </ul>	6 MONTHS
<b>Chronic Fatigue Syndrome including:</b> <ul style="list-style-type: none"> <li>• Long COVID</li> <li>• Myalgic encephalomyelitis</li> <li>• Post Glandular Fever Syndrome</li> <li>• Post Infectious Fatigue Syndrome</li> <li>• Post Lyme Disease</li> <li>• Post Viral Syndrome</li> </ul>	6 MONTHS
<b>Colour Vision Deficiency</b>	NIL
<b>Gastrointestinal Conditions:</b> <ul style="list-style-type: none"> <li>• Chronic Diarrhoea</li> <li>• Gastro Oesophageal Reflux Disease</li> <li>• Irritable Bowel Disorder</li> <li>• Somatization Disorder</li> </ul>	6 MONTHS
<b>Neurological Disorders:</b> <ul style="list-style-type: none"> <li>• Altered Awareness</li> <li>• Amnesia including Transient Global Amnesia</li> <li>• Aura Disorder with or without Headache</li> <li>• Blackouts</li> <li>• Cataplexy</li> <li>• Cavernous Hemangioma - Asymptomatic</li> <li>• Narcolepsy</li> <li>• Psychological or Conversion Disorder</li> <li>• Seizure Disorder</li> </ul>	6 MONTHS

<b>Pain:</b> <ul style="list-style-type: none"> <li>• Chronic Headache</li> <li>• Fibromyalgia</li> <li>• Migraines (all types)</li> <li>• Post-Surgical Pain (including after Hernia Repair)</li> <li>• Post Traumatic Chronic Headache or Migraine Somatization Disorder</li> </ul>	<b>6 MONTHS</b>
<b>Poorly Managed Diabetes</b>	12 MONTHS
<b>Poorly Managed Hypertension</b>	12 MONTHS
<b>Obstructive Sleep Apnoea</b>	12 MONTHS
<b>Vestibular and Balance Disorders including:</b> <ul style="list-style-type: none"> <li>• Benign Paroxysmal Position Vertigo (BPPV)</li> <li>• Dizziness</li> <li>• Endolymphatic Hydrops</li> <li>• Labyrinthitis</li> <li>• Meniere's Disease</li> <li>• Post Traumatic Vertigo</li> <li>• Vestibular Neuritis</li> </ul>	6 MONTHS

## **RULE 8 - CAPITAL BENEFITS**

### **8.1. ELIGIBILITY FOR CAPITAL BENEFITS**

- 8.1.1. Where a *Claimant's Class 1 Medical Certificate* is *Permanently Lost*, a *Claimant* may receive payment of the *Capital Benefit Balance*, subject to this Rule.

### **8.2. COMPLETION OF THE CLAIM AND CESSATION OF LIABILITY**

- 8.2.1. A claim on *the Fund* and the subsequent liability of *the Fund* shall be deemed complete at close of business on the last day of the 36th month from the *Date of Disability*.
- 8.2.2. Notwithstanding Rule 8.2.1, a *Claimant* who can provide evidence that the resolution of the claim is pending but which will extend beyond the 36th month from *Date of Disability*, may make application for an extension of six (6) months.
- 8.2.2.1. Such an extension shall only be granted where it can be firmly established that a claim can be concluded within the period of any extension. The maximum period of thirty-six (36) months for completion of the claim shall be inclusive of any period where payments are suspended in accordance with Rule 7.

### **8.3. ASSESSMENT FOR PERMANENT LOSS OF CLASS 1 MEDICAL CERTIFICATE**

- 8.3.1. The *Trustee* must only consider a *Claimant's Class 1 Medical Certificate* as *Permanently Lost* and the *Claimant* eligible for payment of the *Capital Benefit Balance*, under the following circumstances:
- 8.3.1.1. The *Trustee* has considered, at least two (2) medical assessments from separate and independent specialists in the related discipline relevant to the *ASE/C* giving rise to the claim; and
- 8.3.1.2. The *Trustee* may consult with the *FMA*s in the relevant medical discipline.
- 8.3.2. In the event the *ASE/C* results in an investigation by the Australian Transport Safety Bureau (ATSB), the *Trustee* must consider the final ATSB report in order to consider the claim.
- 8.3.3. The *Trustee* may defer making a decision as to whether a *Claimant's Class 1 Medical Certificate* is *Permanently Lost* where:
- 8.3.3.1. the *Claimant's ASE/C* has not yet stabilised; or
- 8.3.3.2. a further period of time is necessary to establish whether treatment may result in an improvement of the *Claimant's ASE/C* to an extent where the *Medical Standards 1* can again be met for that *Claimant*.
- 8.3.4. The *Trustee* may make its own determination in lieu of the requirements of Rule 8.3.3 when the *ASE/C* is one (1) of the following;
- 8.3.4.1. a degenerative neurological disorder for which the *Trustee* has satisfied itself is permanent and will lead to a *Permanent Loss* of the *Claimant's Class 1 Medical Certificate*.
- 8.3.4.2. A debilitating illness or disorder that has progressed to the point that incapacitates the *Claimant* to the extent that it meets the conditions of the *Class 1 Medical Certificate* being *Permanently Lost*.

8.3.4.3. A severe terminal illness for which the *Trustee* has satisfied itself is permanent and will lead to a *Permanent Loss* of the *Claimant's Class 1 Medical Certificate*.

#### **8.4. MEDICAL ASSESSMENT**

8.4.1. Any *Member* who seeks payment of the *Capital Benefit Balance* must, when so requested by the *Trustee*, at a time designated by the *Trustee*, submit two (2) independent medical examination(s) at the expense of *the Fund* for assessing the *Member's ASE/C*.

8.4.2. In the event of the *Trustee* obtaining medical opinion from a qualified medical specialist, to the effect that the *Member's ASE/C* has improved to such an extent that the *Member* is expected to be able to revalidate their *Class 1 Medical Certificate*, then no further payments shall be made from *the Fund* unless and until the *Member* makes application to *CASA* for revalidation of the *Class 1 Medical Certificate*.

#### **8.5. OBLIGATIONS OF THE CLAIMANT - ALL REASONABLE STEPS**

8.5.1. A *Claimant* seeking payment of a *Capital Benefit Balance* under this Rule must, during such time, have taken all reasonable steps to re-validate their *Class 1 Medical Certificate* and obtain the required standard of health to do so.

8.5.2. If, in the reasonable opinion of the *Trustee*, the *Claimant* is not taking all reasonable steps to regain the standard for a *Class 1 Medical Certificate*, the *Trustee* is authorised to withhold further *Benefit* payments and / or suspend any consideration for the *Capital Benefit Balance*.

#### **8.6. OBLIGATIONS OF THE CLAIMANT - PROVIDE ALL RELEVANT INFORMATION**

8.6.1. A *Claimant* seeking payment of a *Capital Benefit Balance* under this Rule must, during such time, when so requested, provide any relevant information to the *Trustee* and the *FMA*s and, where appropriate, authorise:

8.6.1.1. the *Trustee* and the *FMA*s to consult with any relevant medical practitioner; and

8.6.1.2. the *Trustee* to access the *Claimant's* relevant medical and Medicare records or equivalent.

#### **8.7. OBLIGATIONS OF THE TRUSTEE**

8.7.1. The *Trustee* must not make payment of a *Capital Benefit Balance* where in the *Trustee's* view, the facts of the relevant claim or *ASE/C* are incomplete or in doubt for any reason whatsoever.

8.7.2. Further, if the *Trustee* is not satisfied that a *Claimant* is complying with their obligations under Rules 7 and 8, the *Trustee* may at its discretion suspend its consideration of the *Claimant's* eligibility for *Capital Benefit Balance*, unless and until it is satisfied that the *Claimant* is complying with those *Rules*.

## **RULE 9 - DEATH BENEFIT**

### **9.1. ELIGIBILITY FOR DEATH BENEFIT**

- 9.1.1. The *Trustee* may make payment of the *Death Benefit* to the *Member's Beneficiary* in the event of the *Member's* death from any event other than any of the events detailed under Rule 6.3 with the exception of Rule 6.3.1.5.
- 9.1.2. *The Fund* may not make any *Death Benefit* payment, nor may the *Trustee* approve such a payment to any party that is not a *Claimant* or a nominated *Beneficiary* (subject to Rule 9.1.3).
- 9.1.3. Where a *Member* or *Claimant* has failed to properly declare or has made no declaration regarding a *Beneficiary*, any *Death Benefit* payable under this Rule will be paid to the *Member's* estate.
- 9.1.4. In the event the *Claimant's* death results in an investigation by the Australian Transport Safety Bureau (ATSB), the *Trustee* must consider the final ATSB report before consideration of the *Death Benefit*.
- 9.1.5. Where a *Death Benefit* is payable in respect of the death of a *Member*, the *Trustee* shall pay the amount of *Benefit* entitlement, after they have sighted a properly authenticated Certificate of Death.

### **9.2. DEATH BENEFITS - GENERAL**

- 9.2.1. The *Death Benefit* payable shall in no way exceed the amount of the *SCB* for which *Contributions* have been received.
- 9.2.2. Where a *Claimant's* death is related to a condition which had been endorsed with *Limited Cover* or if such an endorsement becomes applicable even after the *Claimant's* death in accordance with Rule 6, the *Death Benefit* will be reduced to:
  - 9.2.2.1. Less than five (5) years of Membership - 25% of the *Death Benefit*
  - 9.2.2.2. More than five (5) years of Membership - 50% of the *Death Benefit*

### **9.3. DEATH BENEFIT - AMOUNT OF BENEFIT**

- 9.3.1. *Death Benefit* shall be calculated as a base amount of \$100,000.
- 9.3.2. The *Death Benefit* shall increase at the rate of 10% of the base rate per year of membership to a maximum of twenty (20) years.

### **9.4. DEATH BENEFIT - PRESERVED PAYMENT IN THE CASE OF TERMINAL ILLNESS**

- 9.4.1. In accordance with the *Rules*, a *Claimant* receiving payment of a *Capital Benefit Balance* ceases to be a *Member* and is therefore ineligible for any further *Benefit*, including the *Death Benefit* and the discretionary Refund of *Contributions*.
- 9.4.2. Notwithstanding 9.4.1, in the case of a *Claimant* presenting with a terminal illness and under the conditions determined by the *Trustee*, a terminally ill *Claimant* may make application to the *Trustee* to have the *Death Benefit* preserved for payment under Rule 9 and suspend the requirements of Rule 10 for a period of one hundred and eighty (180) days.

- 9.4.3. The *Claimant* or authorised legal representative may make further application(s) for two (2) additional periods of ninety (90) days where the extension of the initial period is supported by the *FMA*s.
- 9.4.4. The conditions required for a successful application for consideration under Rule 9.4 are:
- 9.4.4.1. the illness must preclude the holding of a *Class 1 Medical Certificate* in accordance with Part 67 of the *CASR*.
  - 9.4.4.2. the illness must have been assessed by both the treating practitioner and a consensus of the *FMA*s, to be severe and to have an extremely low possibility of recovery with a remaining life expectancy of less than twelve (12) months.
- 9.4.5. The considerations contemplated by Rule 9.4.2 and 9.4.3 are entirely at the *Trustee*'s discretion and may be refused to allow Rule 9 to operate in its normal fashion. The *Member* and / or their *Beneficiary* must understand that there is an element of risk regarding the eligibility for the *Death Benefit* when making an application for consideration under Rule 9.4. The risk associated with a claim is entirely borne by the *Claimant*.

## **RULE 10 - CESSATION OF MEMBERSHIP**

### **10.1. VOLUNTARY CESSATION OF MEMBERSHIP**

- 10.1.1. A *Member* may voluntarily withdraw from membership of *the Fund* by notifying the *Trustee* in writing of the intention to do so, specifying the date the membership is to cease.
- 10.1.2. Such advice may be given at any time and membership shall cease upon receipt by the *Trustee* of such advice with respect of the specified date of resignation.
- 10.1.3. If such advice does not specify a date then the *Trustee* shall deem the date to be that of the *Trustee* receiving such advice.
- 10.1.4. The *Trustee* may at their discretion repay to the *Member* from *the Fund* such portion of the then current *Contribution* that represents the period from the date of cessation to the end of the current year of *the Fund*.

### **10.2. AUTOMATIC CESSATION OF MEMBERSHIP**

- 10.2.1. Membership of *the Fund* will cease in the event of any of the following:
  - 10.2.1.1. if the *Member* is not a *Financial Member of AFAP*. Such cessation shall not be made effective until thirty (30) days after the last day of financial membership with the *AFAP*. To establish compliance with these *Rules* and eligibility for *Fund* membership and / or *Benefit* payments, evidence of *AFAP* membership must be made available by the *Member* to the *Trustee* on request.
  - 10.2.1.2. If the *Member* has failed to pay their *Contribution* within the period set by Rule 3.
  - 10.2.1.3. If the *Member* or *Unemployed Member* has reached the age of sixty-five (65) years.
  - 10.2.1.4. If the *Member* has received payment of the full *Capital Benefit Balance* due under these *Rules*.
  - 10.2.1.5. Upon the *Member* receiving all twenty-four (24) *Monthly Benefit* payments for an *ASE/C* or related *ASE/C* due under these *Rules*.
  - 10.2.1.6. Where it has been established to the *Trustee's* satisfaction that the *Member* has made an incomplete misleading application for membership or *Benefits*.

### **10.3. UNEMPLOYED MEMBERSHIP AND CESSATION OF MEMBERSHIP**

- 10.3.1. Where a *Member* becomes an *Unemployed Member*, the *Unemployed Member* who maintains all other membership eligibility requirements can retain membership of *the Fund* for the balance of the *Fund Year* in which they became an *Unemployed Member* and a further period of up to three (3) years.
- 10.3.2. Upon the conclusion of the third year of *Unemployed Membership*, an *Unemployed Member* would become ineligible for the *Annual Membership Renewal*.



- 10.3.3. Where a *Member* who has become ineligible for *Annual Membership Renewal* in accordance with Rule 10.3.2 but who should subsequently resume employment as a professional pilot, the former *Member* may upon application to the *Trustee*, be eligible for reinstatement without penalty in terms of age of joining providing that:
- 10.3.3.1. the *Trustee* assesses and approves the resumption of membership at its sole and absolute discretion, and
  - 10.3.3.2. the commencement of such employment occurs within two (2) years of the cessation of membership under this Rule, and
  - 10.3.3.3. has been a *Member* for at least five (5) years prior to becoming an *Unemployed Member*.
- 10.3.4. A pilot so affected by Rule 10.3.2, shall remain entitled to a discretionary Refund of *Contributions* should they be eligible after twenty (20) continuous years of membership in accordance with Rule 3.7. For former *Members* who resume membership of *the Fund* they will be required to meet the twenty-five (25) years of aggregate membership given that there has been a period of discontinuity.

## RULE 11 - TRUSTEE

### 11.1. THE TRUSTEE

11.1.1. The Trustee of *the Fund* is Austair Pilots Pty Ltd ACN 005 111 731 ("Austair").

### 11.2. TRUSTEE DUTIES:

11.2.1. The *Trustee*, through its Directors ("Directors" or "Board") do all such acts and things as may be necessary to apply the *Fund Rules* and for carrying out the objects of *the Fund*. It shall also carry out such acts and directions that may arise out of obligations to other relevant authorities, including but not limited to AFCA, ASIC and the ATO. The *Trustee* shall control the administration of *the Fund* and shall, in addition to any other powers or duties herein contained:

11.2.1.1. oversee all applications for membership of *the Fund*, and where appropriate authorise the acceptance of a *Member* subject to any instances of *Limited Cover* and / or *Zero Cover* as provided for in these *Rules*;

11.2.1.2. oversee the administration of all *Notifications* of an *ASE/C* made by *Members*;

11.2.1.3. oversee all claims made on *the Fund*;

11.2.1.4. assume responsibility for the authorisation of all *Benefits*;

11.2.1.5. arrange to have records and keep minutes of all meetings of the Directors, and all meetings of the *Members*;

11.2.1.6. ensure that financial *Members* of the *Fund* are kept well informed as to the *Rules* of *the Fund* and any changes made thereto;

11.2.1.7. ensure that the investment monies of *the Fund* are supervised and employed in the interests of the membership in accordance with the provisions of the Investment Committee Charter as it currently stands and as amended; and

11.2.1.8. Resolve any disputes with *Members*, *Claimants* and *Beneficiaries* including, if appropriate, settling claims by the payment of money or making other decisions to settle those claims.

11.2.2. Appoint an Audit Sub-Committee consisting of no less than three (3) Directors.

11.2.3. Appoint an Investment Sub-Committee consisting of no less than three (3) Directors.

11.2.4. Appoint any other Sub-Committee(s) as required for the orderly functioning of any ongoing or time / task limited function of the Board consisting of no less than three (3) Directors.

## **RULE 12 - GOVERNANCE AND ADMINISTRATION**

### **12.1. NUMBER AND QUALIFICATION OF DIRECTORS**

- 12.1.1. The number of Directors shall be a maximum of nine (9) and not less than seven (7) in the case of casual vacancies occurring during a Director's term. Directors shall be *Members of the AFAP* and *Members of the Fund*, former *Members of the Fund* (refer to 12.2.1.8) in good standing, provided that a Director must not be a Federal officer of the *AFAP*.

### **12.2. ELECTION OF DIRECTORS**

- 12.2.1. Directors shall be elected by secret ballot of the *Members of the Fund* as per the following procedures:
- 12.2.1.1. Nominations for the available Director positions will be called by the Chairman by *Notice to the Members* not less than sixty (60) days prior to the Annual General Meeting (AGM) advising nominees that:
- 12.2.1.1.1. A vacancy is a normal vacancy for the replacement of a Director position for a three (3) year term, or
- 12.2.1.1.2. A vacancy is for a shorter duration term to fill a vacancy caused by a casual vacancy.
- 12.2.1.1.3. Any vacancy may be identified as being unavailable to nominees from a certain employer group where the Board already has a maximum number, three (3) Directors from any single employer group.
- 12.2.1.2. *Members* must nominate for a specific vacancy and will be required to submit their written nomination. They may be required to provide evidence of eligibility within twenty-one (21) days of this nomination request.
- 12.2.1.3. The Board will ensure that the information provided by nominees is verified by assessment of the evidence provided and shall make further enquiries to establish nominee eligibility if any matters are not adequately verified.
- 12.2.1.4. Any nominations that cannot be verified will be rejected.
- 12.2.1.5. The *Member* nominating for a Director position must have their nomination seconded by a current *Member of the Fund*.
- 12.2.1.6. The Board will call for voting on the nominating Directors not less than thirty (30) days prior to the AGM by *Notice to the Members*. The voting process will close twenty-one (21) days after the date of the written request to the *Members*.
- 12.2.1.7. *Members* appointed as a Director in accordance with this Rule shall commence their appointment at and from the date of the AGM.
- 12.2.1.8. A Director whose membership of *the Fund* is ceased in accordance with Rule 10.1 or 10.2.1.3 may serve the remainder of that term of office as a Director, and with the approval of the Board, is further eligible to nominate for, be elected and serve an additional three (3) year term.

- 12.2.1.9. No more than three (3) Directors employed by the same individual company or associated group of companies can serve as a Director at any one (1) time. Where a merger or takeover of an employer's business causes more than three (3) Directors to be on the Board from a company or associated group of companies, those Directors may all continue for the remainder of the *Fund Year*. They must reduce their numbers to no more than three (3) by the conclusion of the next AGM, either by voluntary resignation or determined by lot.
- 12.2.1.10. In the event that a sitting Director changes employment to a Company or Group of companies which already has three (3) sitting Directors on the Board, the Director will be allowed to complete their duties as a Director until the conclusion of the next AGM at which time they will be ineligible to continue to act as a Director and will be replaced in accordance with these *Rules*.
- 12.2.1.11. Before being eligible to be elected as a Director, a *Member* must have been a *Member of the Fund* for at least the previous three (3) years.
- 12.2.1.12. In the event that any Director election under this Rule is uncontested, those eligible nominees will be deemed to be elected upon the notified closure of the nomination period and the *Members* will be notified of the election result. Eligible nominees are still required to meet all Director eligibility requirements.

### **12.3. TERM OF OFFICE**

- 12.3.1. The Directors elected shall normally hold office from the conclusion of the AGM at which they were appointed until the conclusion of the third subsequent AGM after their appointment.
- 12.3.2. Elected Directors may be eligible for re-appointment for additional consecutive terms (being terms commencing at the conclusion of an AGM).
- 12.3.3. A Director appointed by the Board to fill a casual vacancy shall only hold office until the next AGM.
- 12.3.4. A Director elected at the AGM to fill a vacancy which occurred due to a casual vacancy shall only serve for the unexpired term of the position which became vacant in accordance with Rule 12.3.5.
- 12.3.5. The position of an elected Director will become vacant in the event of any of the following:
  - 12.3.5.1. Death,
  - 12.3.5.2. Resignation,
  - 12.3.5.3. Removal in accordance with these rules,
  - 12.3.5.4. Disqualification as a Director under the Corporations Act 2001 (Cth),
  - 12.3.5.5. Ineligibility for any other reason.

### **12.4. ROTATION OF DIRECTORS**

- 12.4.1. Of the appointed Directors, three (3) shall retire at each AGM and the Directors who so retire shall be determined by the length of time elapsed since their appointment or where necessary by lot.

## **12.5. CASUAL VACANCY**

- 12.5.1. In the event of the office of any Director becoming vacant due to the death or resignation, removal, disqualification, or ineligibility of a Director, the remaining Directors may appoint an eligible *Member* to fill the vacancy, or may allow the vacancy to be filled at the next available election of Directors which should then increase the establishment back to nine (9) Directors. The appointed Director shall hold office until the conclusion of the next AGM.
- 12.5.2. A Director appointed in accordance with Rule 12.5 will exercise all of the rights and responsibilities of all Directors of *the Fund*.

## **12.6. REMOVAL**

- 12.6.1. A Director may be removed by secret ballot of the *Members of the Fund* in accordance with the following procedures:
  - 12.6.1.1. A secret ballot to remove a Director may be requisitioned by notice in writing to the Chairman signed by at least 5% of the *Members of the Fund*,
  - 12.6.1.2. The Chairman will call for voting on the removal of the Director by *Notice to the Members* within thirty (30) days of receipt of the requisition,
  - 12.6.1.3. The voting process will close twenty-one (21) days after the date of the written request to the *Members*,
  - 12.6.1.4. A Director will be removed from office if the majority of votes received in the secret ballot are in favour of the removal.
- 12.6.2. A vacancy resulting from the removal of a Director must be filled in accordance with Rule 12.5.
- 12.6.3. Notwithstanding any other rule, if the removal of a Director would result in no Directors holding office, the removal will not take effect until a replacement Director has been appointed under Rule 12.5.

## **12.7. MEETING AND NOTICE OF MEETINGS**

- 12.7.1. Meetings of the Directors shall normally be held once per month.
- 12.7.2. At the request in writing of any four (4) Directors, the Chairman shall convene a special meeting of Directors.
- 12.7.3. Notice of meetings shall be given in writing by the Chairman to Directors as far in advance as possible as to allow maximum reasonable participation of the Board and not less than three (3) business days before the day appointed for the meeting. This notice period can be waived with the agreement of all current Directors entitled to vote.
- 12.7.4. Directors meetings may be held as required using a video and / or teleconferencing facility.

## **12.8. QUORUM**

- 12.8.1. Five (5) Directors present at any meeting shall constitute a quorum.
- 12.8.2. Where it is not possible to establish a quorum for any meeting called in accordance with Rule 12.8.1, any four (4) Directors shall constitute a quorum for the sole purpose of authorising the payment of *Benefits* under the *Fund Rules*.

## **12.9. CHAIRMAN**

- 12.9.1. The Directors each year shall, at the Directors meeting next succeeding each AGM, elect a Chairman from among their number to serve in that capacity until the Directors' meeting next succeeding the following AGM.

## **12.10. RELEASE AND INDEMNITY**

### 12.10.1. Release:

- 12.10.1.1. The *Trustee* and Directors shall not be responsible for any loss or damage caused by the exercise of any discretion or power conferred by these *Rules* or by law or by the failure to exercise any such discretion or power or any breach of duty or trust except as a consequence of dishonesty or bad faith.

### 12.10.2. Indemnity:

- 12.10.2.1. The *Trustee*, the Directors and any other office, employee and person holding office in *the Fund* or the *Trustee* (including but not limited to *the Fund Management*) for the time being or who has in the past held that office, shall be indemnified, out of the assets of *the Fund*, from all actions, proceedings, suits, claims, demands, liabilities, losses and expenses incurred by them, or any of them in carrying out, or about the discharge of their respective duties, irrespective of whether or not such actions, proceedings, suits, claims, demands, liabilities, losses and expenses are incurred as a result of the negligence.

## **12.11. RESIGNATION OF THE TRUSTEE**

- 12.11.1. Austair may only resign as *Trustee of the Fund* if the Directors are instructed by the *Members of the Fund* to effect such resignation, in accordance with the following procedures:
  - 12.11.1.1. A secret ballot to instruct the Directors to effect the resignation of Austair as *Trustee* may be requisitioned by notice in writing to the Chairman signed by at least 5% of the *Members of the Fund*,
  - 12.11.1.2. The Chairman will call for voting on the issue by *Notice to the Members* within thirty (30) days of receipt of the requisition,
  - 12.11.1.3. The voting process will close twenty-one (21) days after the date of the written request to the *Members*,
  - 12.11.1.4. If the majority of votes received in the secret ballot are in favour of instructing the Directors to effect Austair's resignation as *Trustee*, the Directors must effect the resignation of Austair as *Trustee of the Fund* within thirty (30) days of closure of the voting process.

- 12.11.2. If for any reason Austair ceases to be *Trustee* without a rule change which provides for a successor *Trustee* (for example, by winding up), the Supreme Court of Victoria should appoint a successor *Trustee*. It is the *Member's* intention that a successor *Trustee* or *Trustees* be a person or persons who are or have as office-bearers persons elected by, or representative of, the *Members of the Fund*.

#### **12.12. ACCOUNTS AND AUDIT**

- 12.12.1. The *Trustee* shall cause proper books of account to be kept in relation to the transactions of *the Fund*. A balance sheet shall be prepared as at 30th April each year together with supporting accounts for the preceding twelve (12) months ending on that date. Such accounts shall be subject to annual audit by the Auditors appointed to *the Fund*.

#### **12.13. INVESTMENT OF FUNDS**

- 12.13.1. The *Trustee* is empowered to invest monies belonging to *the Fund* in any of the investments authorised by law for the investment of Trust Funds.

#### **12.14. BORROWING POWERS**

- 12.14.1. The *Trustee* may borrow upon the security of the assets of *the Fund* at any time such amounts or amounts as they may in their discretion consider to be reasonably necessary for the payment of amounts due to *Members* or for the management and operation of the said *Fund* or for such purpose as the *Trustee* consider expedient for the carrying out of the objects of *the Fund*. Any sum or sums so borrowed may be borrowed with or without security from any bank or other lending institution and from any individual.

#### **12.15. BANK ACCOUNTS AND CHEQUES**

- 12.15.1. The *Trustee* shall cause to create accounts appropriate to the operation and investment activities of *the Fund*.
- 12.15.2. Payments out of any account or banking instrument shall only be authorised upon the signature of the Chairman of *Trustee* or their designate, and one (1) other *Trustee* or person designated from time to time by the *Trustee*.
- 12.15.3. Notwithstanding Rule 12.15.2, transfers between accounts of *the Fund* may be authorised by the Chairman or any other person as may be designated from time to time by the *Trustee*.

#### **12.16. ANNUAL MEETING**

- 12.16.1. Annual meetings of the *Members of the Fund* shall be held at such a time as the *Trustee* shall determine provided that the maximum elapsed time between such meetings shall not exceed fifteen (15) months.
- 12.16.2. The venue for such meetings shall be at such places as may be determined by the *Trustee* from time to time.
- 12.16.3. Not less than thirty (30) days prior to an AGM all *Notice to Members* shall be provided including details of the venue, time of commencement and matters of business to be discussed including the provision for matters of general business.
- 12.16.4. The business of the AGM shall be to receive and consider the balance sheets, profit and loss accounts and report of the auditor, to elect an auditor of *the Fund*, and to transact any other business of which *Notice to Members* has been given.

- 12.16.5. The Chairman of the AGM shall be the Chairman of the *Trustee* but in the event of their absence, the Directors of the *Trustee* shall, from their number prior to the commencement of the meeting, elect one (1) of such number to act as Chairman at such meeting.
- 12.16.6. The Chairman may with the consent of the *Members* present, adjourn the AGM from time to time and place to place. Subject to the approval of the AGM, such adjourned meeting may deal with any new business left unfinished at the meeting at which the adjournment took place.

### **12.17. SPECIAL MEETING**

- 12.17.1. Special meetings of the *Members of the Fund* may be called at any time at the discretion of the Chairman of the *Trustee* or upon requisition made in writing signed by not less than twenty (20) *Members of the Fund*.
- 12.17.2. Any requisition for the special meeting shall specify the subject of the required meeting and shall be lodged with the *Trustee* at the office of the Australian Air Pilots Mutual Benefit Fund.
- 12.17.3. Should the special meeting not be organised within thirty (30) days of the lodgement of such requisition, the requisitionists may themselves organise a special meeting to be held within twenty-eight (28) days after such lodgement.
- 12.17.4. *Notice to Members of the Fund* of any special meeting must be given fourteen (14) days in advance.

### **12.18. QUORUM**

- 12.18.1. Ten (10) financial *Members* of the Australian Air Pilots Mutual Benefit *Fund* shall constitute a quorum for the transaction of business at the AGM or any special meeting of the *Members of the Fund*.

### **12.19. AMENDMENT OF RULES**

- 12.19.1. The object and *Rules of the Fund* shall not be altered, amended, added to or repealed except by resolution of the *Members of the Fund* by secret ballot.
- 12.19.2. Not less than twenty-eight (28) days' notice in writing shall be given of any proposed alteration, amendment, addition to or repeal of the objects of the *Fund Rules*, and no such alteration shall be effective unless agreed to by a simple majority of eligible *Members* who cast a vote in a secret ballot on the issue.
- 12.19.3. Whilst Austair is *Trustee of the Fund*, the constitution of Austair may only be modified or repealed in accordance with the same procedures set out in Rule 12.19.1. and 12.19.2. relating to amendment of the *Rules*.

### **12.20. DISSOLUTION**

- 12.20.1. *The Fund* may be dissolved by a 75% majority vote of the *Members of the Fund* who exercise their voting rights, provided that not less than two thirds (2/3) of such *Members* exercising such rights. Such voting shall be by secret ballot and the minimum elapsed time from the initiation of the ballot to the closure of the ballot being forty-two (42) days.



12.20.2. Upon the dissolution of *the Fund*, its assets shall be realised by the *Trustee* either by public auction, private contract or by such means and on such terms and conditions as the *Trustee* in their absolute discretion consider advisable. From the realisation of the said assets, all debts and liabilities of *the Fund* including the costs of realisation and winding up thereof shall be paid, and subject thereto any remaining assets shall be divided amongst the *Members of the Fund* existing at the date of the dissolution of *the Fund* in proportion to the amount of *Contributions* paid by them or on their behalf.

## **RULE 13 - DISPUTE RESOLUTION**

### **13.1. INTERNAL DISPUTE RESOLUTION PROCESS**

- 13.1.1. If a *Member Applicant, Member, Claimant or Beneficiary* is dissatisfied with the decision of the *Trustee* in respect of any matter or claim, the *Member Applicant, Member, Claimant or Beneficiary* may lodge a complaint with the *Trustee* in the manner and form proscribed under the *Dispute Resolution Policy* published by the *Trustee* from time to time.
- 13.1.2. The complaint will be dealt with under the terms of the *Dispute Resolution Policy* and the *Member Applicant, Member, Claimant or Beneficiary* may not lodge any claim with a Court or external dispute resolution service until such time as the process under the *Dispute Resolution Policy* has been concluded.

### **13.2. EXTERNAL COMPLAINT RESOLUTION SCHEME**

- 13.2.1. In the event the complaint cannot be resolved internally under the *Fund's Dispute Resolution Policy*, the *Member Applicant, Member, Claimant or Beneficiary* may make a claim to a Court or an external dispute resolution service, the details of which are set out in the *Dispute Resolution Policy*.